

RESOLUTION R2008-111

**TOWNSHIP OF EASTAMPTON
BURLINGTON COUNTY**

**RESOLUTION AUTHORIZING THE EXECUTION OF
A COLLECTIVE BARGAINING AGREEMENT WITH THE
FRATERNAL ORDER OF POLICE (FOP) - LODGE NO. 146**

WHEREAS, the Township has completed contract negotiations with the Fraternal Order of Police - Lodge No. 146; and

WHEREAS, the parties have reached an agreement with respect to contract terms for years 2008 through 2011 and desire to execute an agreement memorializing the agreed upon terms.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Eastampton, in the County of Burlington and State of New Jersey, as follows:

1. That the Township Council, for the aforementioned reasons, hereby authorizes the Township Mayor and Clerk to execute a Collective Bargaining Agreement resulting from the contract negotiations between the Township and the Fraternal Order of Police (FOP) - Lodge No. 146).
2. That the Township Council hereby authorizes the Township Clerk to forward a certified copy of this Resolution to the Fraternal Order of Police - Lodge No. 146.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Eastampton Township Council at a meeting held on December 8, 2008.



KIM-MARIE WHITE
Municipal Clerk

COLLECTIVE BARGAINING AGREEMENT

Between

**THE TOWNSHIP OF EASTAMPTON
BURLINGTON COUNTY
NEW JERSEY**

&

**THE EASTAMPTON POLICE
FRATERNAL ORDER OF POLICE
LODGE #146**



January 1, 2008 to December 31, 2011

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PREAMBLE

THIS AGREEMENT, made and entered into by the FOP and between the Township of Eastampton, hereinafter referred to as the "Township"; and the Eastampton Fraternal Order of Police Lodge #146 has as its purpose the promotion of harmonious employee relations between the Township and the FOP, in the best interests of the residents of Eastampton, the establishment of an equitable, orderly and peaceful procedure for the resolution of differences and setting forth of the full agreement between the parties concerning the establishment of salaries, hours of work and other terms and conditions of employment.

ARTICLE I

RECOGNITION

The Township hereby recognizes Eastampton FOP Lodge #146 as the exclusive collective negotiations agent for all police officers, detectives, police sergeants, employed full-time and part-time by the Township.

ARTICLE II

MANAGEMENT RIGHTS

The Township shall have the right to determine all matters not subject to mandatory negotiations as defined by 34:13A-5.1-et.seq. concerning the management or administration of the police department, subject to the provisions of this Agreement.

ARTICLE III

NON-DISCRIMINATION

The Township and the FOP agree that the provisions of this Agreement shall be applied equally to all employee members of the FOP in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex, political affiliation or membership of legitimate activity in the FOP. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE IV

FOP RIGHTS

A. Right to Organize.

Pursuant to Chapter 303, Public Laws, the Township hereby agrees that every member of the FOP shall have the right to freely organize, join and support the FOP for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a municipal government exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage, deprive, or coerce any member of the FOP in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or by other laws of the State of New Jersey, or conferred by the Constitutions of the State of New Jersey and the United States; that it shall not discriminate against a member of the FOP with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the FOP, his or her participation in all activities of the FOP collective negotiations or his or her institution of any grievance, complaint, or proceeding under this Agreement.

B. Activity with Pay

The Township agrees that during working hours, on its premises if possible and without loss of pay, properly designated and mutually agreed upon, FOP representative shall be allowed to: (a) represent FOP members in grievance proceedings arising under this Agreement; (b) attend negotiation meetings with the Township if designated as a member of the negotiation team; and (c) attend scheduled meetings of the FOP upon at least one week's advance notice to the Chief of Police, provided such attendance does not impair the police functions to be performed, and further provided they may attend emergency meetings of the FOP for purposes of action on a collective negotiation contract, with twenty-four (24) hours' notice to the Chief of Police, such attendance not impairing the police function to be performed.

C. Bulletin Board

The Township agrees to furnish a bulletin board of approximately 30 by 30 inches in size in a convenient location, determined by the Township, within the police department facilities for the exclusive use of the FOP.

The FOP shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matters or defamatory of any individual or the Township. The FOP shall not post election campaign materials. Postings shall be signed by an authorized representative of the FOP.

D. Use of Facilities and Equipment.

The FOP shall have the right to use the public meeting room in the Township municipal building, at a reasonable hour for meetings, subject to coordination of facility availability with the Township.

In addition, the FOP may use the Township photocopy machine during the 8:00 a.m. to 4:00 p.m. shift, when it is not otherwise in use, upon payment of \$0.5 copy which shall be billed monthly.

E. Press Representative.

The FOP press representative, or his designee, shall not have any action taken against him by the Township for information released through the FOP, provided that this information is clearly designated as an official statement of the FOP, and further provided the information shall be relative to FOP business arising under this contractual agreement.

F. The Township shall grant one (1) member of the FOP leave time to attend the duration of the State FOP meetings, limited to one (1) meeting per month, and to include travel time, without loss of time or pay. Said leave shall only be granted when there is sufficient police coverage, and there is NO overtime expenditure associated with said leave, and that the police function is not impaired. At the completion of the State meeting, the officer attending shall be required to return to work and resume his/her responsibilities, UNLESS there have been previous approved leave time arrangements made. In the event that the officer scheduled to attend the meeting is advised that an officer on his/her shift has taken "unscheduled" leave time (ie: sick, emergency day, etc), the officer shall not be granted leave time to attend the meeting. There shall be no overtime cost(s) associated with this leave agreement, and the attending officer's primary responsibility is to ensure adequate police coverage. The Chief of Police shall be notified at least seven (7) days in advance as to which member will be attending, and the location of the meeting.

ARTICLE V

MILITARY LEAVE

All employees shall be granted a leave of absence for field training in accordance with the following provisions:

1. Any employee of the Eastampton Township Police Department who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, National Guard, United States Air Force Reserve, or the United States Marine Corp Reserve or any other organization affiliated therewith, shall be entitled to leave of absence from respective duty without loss of pay or time on all days on which he/shall shall be engaged in training, which period shall not exceed two (2) weeks in a calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such employee.

2. A member called into other extended service with the Armed Forces shall be placed on leave without pay for a period of such service.

3. After eighteen (18) months service, any member entering extended active military service with the Armed Forces of a voluntary basis during wartime and on an involuntary basis during peace shall be granted (30) days salary in the form of military leave with pay, and the balance of the said extended military service shall be considered as military leave without pay.

4. All employees shall be paid, as aforesaid, and their accumulated vacation, holiday, or sick time shall not be forfeited.

ARTICLE VI

LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period. Said leave may not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

No person shall be required to take a leave absence without his written consent made in the presence of a FOP authorized representative.

The maximum time for which an employee may request and obtain a leave of absence, shall be for a period of thirty (30) days. Following the utilization of such time, all further leave of absence shall be accorded only with the express approval of the Township.

There shall be no accrual of sick leave or vacation leave benefits or pay for holidays during the time of such leave of absence.

ARTICLE VII

INJURY IN THE LINE OF DUTY

The Township will provide insurance coverage to render weekly payments to an employee injured in the line of duty and temporarily disabled thereby in an amount equivalent to ninety percent (90%) of such employee's weekly pay. Said coverage shall be for a disablement period of up to 104 weeks provided said employee is entitled to Workmen's Compensation. Any employee so paid agrees to make application immediately following such injury for Workmen's Compensation. Temporary disability benefits for such injury and reimbursement to the Township for such weekly payments up to the actual receipt of such Workmen's Compensation benefits by such employee by endorsing and delivering to the Township benefit checks immediately upon receipt thereof. Any employee injured in the line of duty and temporarily disabled, and not entitled to Workmen's Compensation shall receive up to three (3) days pay, said three (3) days pay not being considered sick pay.

ARTICLE VIII

SICK LEAVE

The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

- A. During the first year of employment, one day after four months and one additional day after each additional two months, for a total of five (5).
- B. Thereafter eleven (11) days in each year worked.

All sick leave shall be accumulated year to year. Members of the FOP retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day earned and unused sick leave which is credited to him or her on the effective date of his or her retirement. The supplemental compensation payment to be paid thereunder shall be computed at the rate of one-half (1/2) of the rate of pay for each earned and unused sick leave, based upon the average annual compensation received during the last three (3) years of his/her employment prior to the effective date of said retirement.

C. Sick leave may be "bought back" by the Township pursuant to the following "buy back" plan.

1. ALL employees shall sell back to the Township any and all sick days over eighty (80) days at the rate above established in Section B.

2. Present employees (i.e. hired before January 1, 1993) shall have the option to "sell back" accumulated sick leave in excess of eighty (80) days to the Township in accordance with above established rate.

3. Sick leave shall be used only for illness or injury of an employee or of his immediate family. The Township may require a medical certificate showing such illness or injury if three (3) or more consecutive sick days are used.

ARTICLE IX

PERSONAL LEAVE

The Township will permit each member of the FOP three (3) personal leave days per year with pay. The request for such leave shall be made to the Chief of Police at least three (3) days prior to its anticipated use.

Personal leave days shall not be cumulative and shall not cause the Township to make payment for such time not utilized.

ARTICLE X

VACATIONS

1. All members of the FOP shall receive vacation leave in accordance with the following schedule:

<u>Years of Employment</u>	<u>Amount of Leave</u>
0 through 1 year	During the first calendar year of any portion thereof, one day per month will be earned to be used in the second calendar year. For example, if a person is hired on October 1, he will be entitled to 3 vacation days to be taken in the following calendar year. The schedule will be earned and leave granted in the same manner.
2 through 4 years	15 days
5 through 10 years	20 days
11 through 15 years	23 days
16 + years	26 days.

In 2010 and 2011, each member's allotted vacation leave will increase by one (1) day (ie: in 2010, 2-4 yrs increases to 16 days; 5-10 yrs increases to 21 days, etc. The same is to occur in 2011).

1. Annual vacation leave shall not accumulate from year to year. Annual vacation leave shall be credited to the members of the FOP, except for any period during which a member may be suspended from employment for cause, on the first day of each calendar month following the calendar month for which earned and will accumulate as it so becomes due, and may thereafter be utilized by the employee at any time to the extent of the amount of full days so accumulated following the prior coordination of the utilization of such vacation leave by the employee with the Chief of Police.
2. Where a member is precluded from utilizing vacation leave because of an emergency declared to exist by the Chief of Police, such unused vacation leave shall carry over to the following year for use.
3. Vacations shall be coordinated through the Chief of Police at least 14 days prior to its anticipated use.

4. The word "year" as used in this Article shall refer to calendar year, i.e. January 1st through December 31st.
5. During the first month of employment, one day of vacation will be earned if the hiring date was prior to the 16th of said month.

ARTICLE XI

POOLED COMP-TIME

All members covered under this Agreement shall be entitled to pooled comp-time for usage. Pooling comp-time is a process of converting all compensation time accrued solely as the result of the regular scheduling process inherent to twelve hour shifts into a "bank" to be used as leave time when needed, regardless of the nature of the use. Pooled comp-time shall be used according to the following provisions:

- A. Compensation time or comp-time accrued as a result of normal scheduling (i.e. - built in overtime), shall be incorporated into a pooled comp-time cache. For application and considering the current 12-hour shift deployment of patrol officers, 8 hours of built-in overtime would accrue to an additional 104 leave hours off per calendar year (365 calendar days divided by the current scheduling cycles of 28 days). In addition to a 12-hour work shift, should the Township elect to utilize another approved shift found in Article XIV of this agreement whereby members shall be required to work hours necessitating additional compensation under the Fair Labor Standards Act, this article shall also apply. In these instances, the total number of allocated "comp-days" shall be mutually agreed upon between the FOP and the Township. This conversion would be made as hour for hour exclusively for the provisions of this article regarding "Built-in Comp-Time" and not at the applicable overtime rate of 1.5 times normal compensation. The aforementioned hour for hour conversion would not apply to the payment of overtime as set forth in the Fair Labor Standards Act for those work hours accumulated in addition to a member's work rotation.
- B. Compensation time or comp-time shall be used and granted in accordance with current departmental procedures. Comp-time, as related to this section, shall not be accumulated from year to year without the permission of the Chief of Police. It shall be applied in advance annually to the member's leave time allotment effective January 1st of each calendar year in the amount of 8 days, in lieu of 104 accumulated hours, based upon the 12-hour work day. This leave time is to be used at the member's discretion, following the approval of the member's shift Sergeant, with the condition that the member's usage of the "comp-day" does not incur an overtime situation due to minimum staffing requirements in the Patrol Division at the time the leave is submitted for.
- C. A floating holiday, in addition to all allotted Comp-Time Leave, will be chosen by the individual FOP member and submitted in writing to the Chief of Police at least seven (7) days prior to the day desired. The Chief of Police shall approve all floating holidays. Specific Floating Holidays will be denied if in the Chief of Police's opinion said holiday will impair the police functions.

ARTICLE XII

EMERGENCY LEAVE DAY

In addition to all other means of accrued or entitled leave covered under this agreement, each member of the bargaining unit shall be entitled to one (1) additional paid "emergency leave" day. The "emergency leave" day can not be denied and does not have to be pre-approved. It may be taken on the same day of the request. The member is to notify the department by way of current established policy and practice advising of their need to utilize the "emergency leave" day. Said notification is to be done at the earliest time deemed possible. The "emergency leave" day may not be accrued annually, and the Chief of Police, upon the members return to work, may request verification on the emergent issue.

An emergency can be defined as a sudden occurrence, event, or condition that requires some type of immediate action by the member that could not be anticipated.

ARTICLE XIII

CLOTHING MAINTENANCE ALLOWANCE

1. The Township shall pay each uniformed member of the FOP an annual clothing allowance for the purpose of cleaning and maintaining uniforms in the amount of seven hundred seventy-five dollars (\$775.00).

2. The Township shall pay to each non-uniformed member of the FOP an annual clothing allowance in recognition of the wear and tear to which the clothing of such individual is exposed as a result of the nature of his/her position the annual sum of \$375.00. The Township shall also pay each non-uniformed member of the FOP an annual clothing allowance for the purchase of clothing in the amount of \$605.00.

3. The Township shall pay to each member of the FOP one hundred fifteen dollars (\$115.00), per year toward the purchase of footwear, which shall be mutually agreed upon between the Township and FOP so as to be environmentally specific and in accordance with current POSHA standards.

4. The clothing and footwear allowance shall be due and owing and shall be paid to the FOP members on the first day in December of the calendar year which relates to same

5. The Township agrees to replace with Township equipment any and all personal and departmental equipment that is lost or damaged in the line of duty.

6. The Township will replace prescriptive eye glasses of an FOP member lost or damaged in the line of duty, provided said loss or damage is reported immediately to the

member's immediate supervisor, such loss or damage was not the result of the member's negligence, and same is so established by the member claiming the loss or damage.

7. The word "year" as used in this article shall refer to the calendar year, i.e. January through December 31st.

ARTICLE XIV

BEREAVEMENT LEAVE

If a death occurs among members of an employee's immediate family, or other members of the employee's family, the employee will be excused from work to attend the funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. Additional days may be obtained upon approval of the Chief of Police

The phrase "members of an employee's immediate family" shall mean mother, father, brother, sister, parent-in-law.

The phrase "other members of an employee's family" shall mean grandparent, grandchildren, uncle, aunt, nephew, niece, cousin, and all other "in-law" relationships.

If a death occurs to a member's spouse, the employee will be excused from work without loss of pay for up to fifteen (15) days if the spouse is survived by a minor child, or ten (10) days, if not; and if death occurs to a member's child or step-child, the employee will be excused for up to ten (10) days.

In the event the funeral requires travel of great distance, the Chief of Police may allow up to two (2) additional days for travel time.

ARTICLE XV
WORK WEEK and CONDITIONS

1. The rotating system under which FOP members work shifts shall not be permanently changed by the Township without consultation with the FOP at least sixteen (16) days prior to the effectuation of any change. The purpose of said consultation is to allow the FOP opportunity to present its view on such proposed changes, except in the case of an emergency precluding such notice in which situation the FOP shall be given the greatest possible notice. The Township recognizes the following work schedules as options for implementation as permanent shifts by the Chief of Police for scheduling members:

A. 12 hour shifts during hours of 7:00 a.m. to 7:00 p.m. to 7:00 a.m.

(1) The Township will make every effort to grant the individual FOP members twelve (12) hours off time from duty between the above described shifts.

(2) A member of the FOP required to work in excess of twelve (12) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of twelve (12) hours to the nearest quarter of an hour and shall not be required to exchange this monetary compensation for compensation time when the time worked for compensation commences at the completion of a member's assigned tour of duty.

(3) The Township shall give individual FOP members two (2) days off time from duty between the first two work cycles and three days off time from duty following the third work cycle. However, a member of the FOP required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

B. 8.5 hour shifts during the hours of 7:30 a.m. to 4:00 p.m., 3:30 p.m. to midnight and 11:30 p.m. to 8:00 a.m.

(1) The Township will make every effort to give the individual FOP member fifteen and one-half (15.5) hours off time from duty between the above described shifts.

(2) A member of the FOP required to work in excess of eight and one-half (8.5) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of eight and one-half (8.5) hours to the nearest

quarter of an hour and shall not be required to exchange this monetary compensation for compensation time when the time worked for compensation commences at the completion of a member's assigned tour of duty.

(3) The Township shall give individual FOP members two (2) days off time from duty between work cycles. However, a member of the FOP required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

C. Eight (8) hour shifts during the hours of 9:00 a.m. to 5:00 p.m.

(1) The Township will make every effort to give the individual the FOP members sixteen (16) hours off time between the above described shifts.

(2) A member of the FOP required to work in excess of eight (8) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of eight (8) hours to the nearest quarter of an hour and shall not be required to exchange this monetary compensation for compensation time when the time worked for compensation commences at the completion of a member's assigned tour of duty.

(3) The Township shall give individual FOP members two (2) days off time from duty between work cycles. However, a member of the FOP required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

D. Ten (10) hour shifts during the hours of 7:00 a.m. to 5:00 p.m. and 12:00 p.m. to 10:00 p.m.

1. The Township will make every effort to give the individual the FOP members fourteen (14) hours off time between the above described shifts.

2. A member of the FOP required to work in excess of ten (10) hours in any twenty-four (24) hour period shall be paid one and one-half (1.5) times his or her base salary for the time worked in excess of ten (10) hours to the nearest quarter of an hour and shall not be required to exchange this monetary compensation for compensation time when the time worked for compensation commences at the completion of a member's assigned tour of duty.

3. The Township shall give individual FOP members three (3) days off time from duty between work cycles. However, a member of the FOP required to work on scheduled time off shall be entitled to one and one-half (1.5) times his or her base salary for that day or overtime period.

E. No shift shall be modified or changed by the Township to avoid payment under the Fair Labor Standards Act.

(1) Overtime will be paid Bi-Weekly on a "trial" basis in order to determine it's efficacy. In the event that it's proven to be ineffective, and after consultation with the FOP, the township or FOP shall be allowed to return to the previous practice of paying same once monthly.

F. Where conditions permit and where the departmental efficiency shall not be adversely affected, a rest period shall be provided in accordance with the following schedule.

- (1) 12 hour shift – one sixty (60) minute rest period and one thirty (30) minute rest period not to be taken in succession, unless otherwise approved by the Chief of Police.
- (2) 8.5 hour shift – one sixty (60) minute rest period.
- (3) 8 hour shift – one sixty (60) minute rest period.
- (4) 10 hour shift – one sixty (60) minute rest period and one fifteen (15) minute rest period not to be taken in succession, unless otherwise approved by the Chief of Police

Any rest period interrupted by calls shall not cause the Township to make payment for such time not utilized.

G. Any member of the FOP who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours at one and one-half (1.5) times his/her base pay.

H. Any officer required to assume command of a patrol shift shall receive "Officer In Charge" (OIC) pay at the rate of \$2.50 per hour for each hour or portion of an hour in command, rounded to the nearest 15 minutes. "To assume command of a shift" shall mean that a Patrolman or Detective-Patrolman assigned to the Patrol Division, permanently or temporarily, is required to perform in the capacity of the shift supervisor in the absence of a patrol sergeant due to the patrol sergeant's status as "off-duty". Additionally, this benefit shall also be paid should the Township not assign a Patrol Sergeant to a shift, either permanently or temporarily. The Township shall reserve the right to use the Patrol Division Lieutenant in lieu of the Patrol Sergeant; however, the status of the Lieutenant shall be solely in the capacity as a patrol supervisor, not an administrative officer for the duration of the patrol sergeant's absence. Payment for "Officer In Charge" (OIC) pay shall be submitted and paid according to the current overtime payment procedure.

I. Detectives shall receive \$30 per week for each week served in an "on call" status. Effective January 1, 2003 and January 1, 2004, on call pay shall increase to \$32.50 and \$35.00 respectively. "On Call Status" shall be determined by the Detective-In-Charge, who is responsible for scheduling of the Detective Bureau, and subsequently submitted to the Chief of Police or his designee. Payment for "Detective On Call Pay" shall be submitted and paid according to the current overtime payment procedure. This compensation shall be in addition to any overtime earned as a result of the "on call" detective responding to a call out for service pursuant to current practice.

J. The Township shall supply a wall-type locker in good working condition for the use of each FOP member.

K. The Township will provide clean restroom facilities with hot water.

L. All written orders, or police directives shall be signed by the appropriate supervisor and a copy will be given to each member.

M. Any officer that recognizes a shift change from a 12 hr work day to an 8 hr work day shall be entitled to convert their unused leave time to hours. This shall ONLY take place during the first "transitional" year, and will be based on 12 month period (ie: if officer gets promoted in June 2008, he/she would be entitled to convert their time from June, 2007 through June, 2008); Afterwards, leave time will be accrued day for day in accordance with the collective bargaining unit agreement. This clause does not apply to accrued sick time.

ARTICLE XVI

PERFORMANCE REVIEW

In order that the Township may recognize members of the FOP for outstanding achievement as set forth in Paragraph 7, individual initiative and demonstrated excellence in job performance, the Township will develop, administer and maintain a performance Review Procedure. In connection with performance review, there is established a Merit Pay Plan.

Merit pay will be determined exclusively by a member's overall job performance, with bonuses being awarded only to those members qualifying for same under the evaluation systems established below:

1. Members of the FOP will be formally evaluated on April 1 and October 1 of each calendar year by their immediate supervisor with concurrence or non-concurrence of his immediate supervisor. The only exception to this will be personnel appointed or assigned to the investigative bureau. These members will be evaluated by the highest-ranking supervisor of field operations. Within fourteen (14) days of the aforementioned evaluation dates, the immediate supervisor will review the evaluations with the member concerned. The evaluations will then be forwarded in a timely fashion (not to exceed three (3) working days) to the Chief of Police.

2. For all evaluations, the immediate supervisor will provide the member with a developmental plan.

3. Should a member disagree with the immediate supervisor's evaluation, and the evaluation indicates the member did not satisfy minimum requirements of the criteria, and minimum requirements being set forth in paragraph 7, the aggrieved member may request a hearing before the Chief of Police.

4. Within seven (7) days of receiving the request for a hearing, the Chief of Police will meet jointly with the immediate supervisor and the member during which time the member may seek an explanation of the evaluation and/or present information to alter it. However, time expended for this purpose will be considered as time worked where any part of the evaluation is altered in favor of the member. The Chief of Police will examine the information adduced and render his decision, in writing, within three (3) working days.

5. Before the Chief of Police may change a favorable evaluation, he will first

consult the immediate supervisor to solicit clarification of the rating. Should the rating remain unsubstantiated, the Chief of Police alters the evaluation, he will provide both the immediate supervisor and member with specific reasons for the modified rating and suggest remedial action that may be undertaken to correct the deficiency.

6. Members of the FOP will be rated as performing in an *Outstanding*, *Competent*, *Some Improvement Needed*, or *Unsatisfactory* manner. These classifications shall have the following meanings:

(a) Outstanding – The quality of performance excels that required for the position. It denotes the highest quality performance of duty and professional competence. It represents effectiveness and capacity rarely seen in the rated man's grade and experience level. Factual evidence must be presented to support this rating.

(b) Competent – The work performance is consistently up to or somewhat above the requirements of the positions. It is such noticeable and obvious nature that it stands out when the man's performance is viewed as a whole.

(c) Some Improvement Needed – This rating indicates that a part of the work performance is below the required performance required for the position. Factual evidence must be presented to support this rating.

7. To qualify for merit pay, a member must achieve a rating of Outstanding for those factors considered a requisite to the performance of police duties. These include:

- a. Public Contact
- b. Interpersonal Relationships
- c. Knowledge of Work
- d. Work Judgments
- e. Quality of Work
- f. Volume of Acceptable work
- g. Initiative

8. In recognition of those employees having received a commendation for "heroism" or "performance above and beyond the call of duty", such member will be eligible for participation in the merit pay plan (during the evaluation period to which it relates) regardless of overall performance.

9. Those members eligible for promotion or under consideration for promotion will have prepared by their supervisors a performance evaluation report indicating their potential for promotion to the next higher grade. These evaluation reports will become part of the member's promotion package for use in the selection process.

10. The Merit Pay Plan for Performance will consist of a bonus to be offered at the discretion of the Chief of Police. It will be awarded on a semi-annual basis in the amount of \$250.00. However, bonuses will be due, owing and paid, when appropriate, in a lump sum on or about December 1st of each calendar year.

ARTICLE XVII

COURT APPEARANCES

All Court appearances attended by a member of the FOP at the time of day other than during a tour of duty shift such member shall be paid in accordance with the following:

(a) At the hourly pay rate of one and one-half (1.5) the hourly base rate of the member per appearance.

(b) At a minimum, two (2) hours per appearance shall be so paid, and appearances in excess of two (2) hours shall be prorated and paid at such hourly pay rate for any of such excess as shall not constitute a full hour.

(c) Any appearance at a given session of Court shall be considered to be a single appearance irrespective of the number of matters in which the member is appearing as complaining or corroborating witness.

(d) The member seeking pay thereunder shall provide written proof of such Court appearance signed by the Prosecutor or his representative or Court representative, such as the Court Officer and setting forth the day, matter in which the member appeared, the Judge sitting therein, and the beginning and ending of such appearance.

(e) Any retired police officer(s), or former police officer(s), that departed in good standing shall be compensated fifty dollars (\$50.00) to attend any subpoenaed Township-related court. Said officer shall be required to submit a pay voucher through the police department lieutenant. He/she shall then be paid during the next immediate police employee pay cycle.

ARTICLE XVIII

TRAVEL & MEAL EXPENSES

Section 1: Travel Expenses

- (a) Traveling expenses incurred inside or outside the Township on official business at the explicit direction of their superior, shall be reimbursed for tolls and parking fees incurred upon presentation of receipts. The Township shall endeavor to provide an automobile for such travel and when such vehicle is not provided, shall pay the member forty-nine cents (\$0.49) per mile to fully reimburse the member for the use of his private vehicle.

Section 2: Meals:

- (a) The Township shall supply to all members of the F.O.P., who work in excess of eight and one-half (8.5) hours during an officially declared emergency, a hot meal, at a cost not to exceed ten dollars (\$10.00) or shall reimburse such member(s) to a maximum of such amount, at their option. Emergencies shall be as declared by the Chief of Police or his designee for police personnel.

ARTICLE XIX

TERMINATION PAY

Upon severance from employment by the Township, individual members of the FOP shall receive termination pay composed of the following:

- (a) Weekly base pay prorated to days, or portion thereof, actually worked.
- (b) Pay earned and unpaid for overtime in accordance with Article XIV hereof.
- (c) Full days of annual vacation leave earned and credited and not utilized of the date of the last day worked prior to the date on which severance takes place.
- (d) Pay earned, proved and unpaid for Court Appearance (s) in accordance with Article XVI hereof.
- (e) Termination pay shall not include sick leave under Article VIII except as provided in said Article or personal leave under Article IX, but shall include Clothing Maintenance under Article XII on a pro rata basis, said pro rata basis to be determined in accordance with the number of days remaining in the year of termination.
- (f) Pooled Compensation-Time, as granted in Article XI, section B, assigned and not used shall be paid hour for hour, on a pro rata basis, to be determined in accordance with the number of days remaining in the year of termination or retirement less those already submitted for and utilized by the member in the current calendar year. Moreover, should the member utilize more than the pro rata allotment as calculated at the time of termination, the difference between the pro rata allotment and the actual expended allotment shall be deducted from the termination pay based upon an hour for hour rate.

ARTICLE XX

DEDUCTIONS FROM SALARY

Section 1. The Township agrees to deduct FOP dues from the salaries of the members of the FOP upon presentation of the required individual authorizations.

Section 2. Said dues will be transmitted to the FOP by the fifteenth (15th) of each month following the monthly pay period in which the deduction was made.

Section 3. If, during the term of this Agreement, there shall be any change in the rate of the membership dues, the FOP shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township new authorizations from its members showing the authorized deduction for each employee.

Section 4. The FOP will provide the necessary "Check-off authorization" form and deliver the signed forms to the Township Clerk.

Section 5. Non-Member Representation Fee

The FOP President shall submit to the Township Administrator a list of names of Employees covered by this contract who are not currently dues paying members. The Township, in compliance with State law and this Agreement, will deduct from non-member Employees in this bargaining unit a representation fee equal to eighty-five (85%) percent of the amount set for FOP members (this amount will be determined by the FOP Treasurer and is to be paid by payroll deduction).

Section 6. Payment of Dues/Fees to Union

It is agreed by the parties to this Agreement that The Township shall have no other obligation or liability, financial or otherwise (other than set forth herein), because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the FOP, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 7. Indemnification

The FOP shall indemnify and save the Township harmless against any and all claims, demands, suits or other representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

ARTICLE XXI

GRIEVANCE PROCEDURE

1. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Definition: A grievance is defined as any question or dispute between the Township and the FOP arising over the interpretation, application, or alleged violation of the terms of this Agreement.
3. Aggrieved Party: An individual, a group of individuals, or the FOP on behalf of its members may file a grievance. The FOP shall immediately receive notice of any grievance filed and must have an opportunity to appear with the grievant(s) at all steps of the grievance procedure. Nothing herein shall be construed as limiting the right of any Employee having a grievance, to discuss the matter informally with any appropriate member of the Department.
4. Party in Interest: A party in interest is the grievant (s) and any person, including the FOP or the Township, who might be required to take action, or against whom action may be taken, in order to resolve the grievance.
5. Procedure: Time limits – the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement.
6. Any grievance must be presented within thirty (30) days of the events (or within 30 days of the date that knowledge giving rise should have been reasonably known), upon which the claim is based, or else such grievance is deemed abandoned. Management's failure to meet time limits will result in the remedy being granted.

Level One: Any grievant shall first discuss it with the immediate superior either directly or through the FOP's designated representative with the objective of resolving the matter informally.

Level Two: If the aggrieved is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within seven (7) calendar days after a presentation of the grievance, a grievance may be filed in writing by the FOP within seven (7) calendar days after presentation of the grievance after the decision at Level One. Within fourteen (14) calendar days after receipt of the grievance, the Chief shall conduct a hearing.

Level Three: If the aggrieved is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fourteen (14) days after the grievance was delivered to the Chief, the aggrieved may, within seven (7) calendar days after a decision by the Chief or twenty-one (21) calendar days after the grievance was delivered to the Chief, whichever is sooner, move the grievance to the Township Management.

Level Four: The Township Management shall review and consider the submitted grievance and shall, within fourteen (14) calendar days, conduct a hearing and issue a decision within fourteen (14) calendar days after its conclusion.

No reprisals of any kind shall be taken by the Township or its agents against any representative, any member of the FOP, or any other participant in the grievance procedure by reason of such participation.

7. Miscellaneous:

- a. Group Grievance: If, in the judgement of the FOP, a grievance affects a group or class of members, the FOP may submit such grievance in writing to the Chief directly, and the processing of such grievance shall commence at Level Two. The FOP may process such a grievance through all levels of the grievance procedure even through an aggrieved person does not wish to do so. The FOP may move a grievance at any level and reserves the right to move any grievance to arbitration.
- b. Written Decisions: All decisions rendered at Levels One through Four, regardless of decision, shall be in writing and include the reasons therefore and shall be transmitted promptly to all parties in interest, including the FOP.
- c. Separate File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- d. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared jointly by the Chief and the FOP given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE XXII

ARBITRATION

If the aggrieved is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within fourteen (14) calendar days after the grievance decision was received from the Township Management, the aggrieved may request that the FOP submit said grievance to arbitration.

If the FOP determines that the grievance is meritorious, it may submit the same to arbitration within twenty-one (21) calendar days after receipt of the request by the aggrieved. However, if the grievance is not submitted to arbitration within thirty-five (35) calendar days whether a decision is rendered or not after the grievance was delivered to the Township Management, the grievant and the FOP shall be deemed to have waived its right to submit the matter to arbitration.

Within fourteen (14) calendar days after such written notice of submission to arbitration, the Township and FOP shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon arbitrator or to obtain such a commitment within the specified period, a request for a panel of arbitrators shall be made to the New Jersey Public Employment Relations Commission according to its regulations.

In the event that arbitrability of a grievance is an issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the above.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify or subtract anything from the Agreement between the parties.

The costs for the services of the arbitrator shall be borne equally by the FOP and the Township.

ARTICLE XXIII

SALARY COMPENSATION

- A. The base annual wages for employees covered by this agreement shall be set forth in Appendix "A", Schedule "A" and Schedule "B" attached.
- B. The Township agrees that all regular bi-weekly pay checks be accompanied by a current statement of earnings and deductions and cumulative year-to-date earnings and tax deductions.'
- C. Article XIII, Holidays, of the preceding collective bargaining agreement shall remain fully in effect through December 31, 2002. Effective January 1, 2003, members of the FOP shall be paid a flat rate of 3.0% of their base pay, which shall be added to their base pay and paid according to the provisions of section B of this Article. This compensation shall be afforded to all members of the FOP and be in lieu of members receiving other monetary compensation for the following eleven recognized holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. However, those members not assigned to a regular twelve hour shift schedule shall additionally be entitled to have the aforementioned holidays as paid days off. When the holiday occurs on a weekend, the member shall take the next regularly scheduled work day off in lieu of the holiday. Any other holidays as shall be declared by the Township Council, if any, excluding holidays set forth in the personnel policy for other municipal employees. Members of the FOP working on said holiday(s) shall be paid at the rate of one and one-half (1.5) times his/her base pay in addition to their base pay. All other members of the FOP shall be paid for said holiday(s) at their base pay in accordance with the shift the member is currently assigned.
- D. Salary range with specific minimum rates and intermediate incremental steps therein for each position.
- E. Salary increases shall be applied to the base salary guide as follows:
 - 1. Effective January 1, 2008 4% increase on the December, 2007 guide
 - 2. Effective January 1, 2009 4% increase on the December, 2008 guide
 - 3. Effective January 1, 2010 4% increase on the December, 2009 guide
 - 4. Effective January 1, 2011 4% increase on the December, 2010 guide
- F. All salary increases are retroactive to January 1, 2008.

ARTICLE XXIV

INSURANCE

The Township will provide each member of the FOP, their spouse and children (as applicable), on a non-contributory basis:

1. Blue Cross-Comprehensive extended; Blue Shield; Extended Benefit (Rider "J"); and Major Medical in accordance with the New Jersey State Health Benefits Program.
2. In lieu of the foregoing terms above, employees may elect an alternative and enroll in a Health Maintenance Organization (HMO) as provided by the SHBP, fully paid for by the Township.
3. A term life insurance policy for \$50,000.00 for job related death.
4. The Township agrees to continue the self-administered medical expense reimbursement program for those who elect NOT to participate in the FOP Dental Program. Each FOP member, upon presentation of a bill to the Chief of Police for medical expenses in the current calendar year for either themselves or their immediate family and upon properly signing a Township voucher, will be reimbursed up to \$450.00 for 2002, \$500.00 for 2003, and \$550.00 for 2004. All FOP members are eligible for this benefit for the calendar year of 1999. Additionally, only those FOP members who do not participate in the FOP Dental Plan, subsequent to its establishment, shall be eligible to receive this benefit. Immediate family shall mean employee, spouse and dependent children.
5. The Township agrees to maintain enrollment of FOP members in the State Disability Insurance Plan on a contributory basis. The rate and amount to be contributed by individual FOP members will determine by the New Jersey Employment Security Agency.
6. Dental Plan: The Township agrees to provide for its members herein, the dental program provided through the Fraternal Order of Police – NJ Labor Council according to the following conditions:
 - a. The current plan is provided by Delta Dental and market as their "Delta Premier Program."
 - b. The Township is billed by, and will pay Delta Dental directly for its services.
 - c. The benefit shall begin as soon as practicable after the signing of this Agreement.
 - d. Beginning January 1, 2002, there shall be a 90/10 co-participation in premium payment with the Township responsible for the 90%.
 - e. The decision to participate by employees covered by this agreement shall be made known upon the signing of this Agreement.
 - f. Those members employed prior to the signing of this agreement who elect NOT to participate, WILL NOT again be eligible for participation until January 1, 2008.
7. Prescription Reimbursement Plan:
 - a. The Township shall provide prescription coverage by purchasing the prescription rider offered by the State Health Benefits System.

- b. The commencement of the prescription benefit shall occur July 1, 2001.
- c. There shall be a 90/10 co-participation in premium for this benefit. The resultant premium shares shall be determined by requesting the SHBC to provide the annual cost of their current core health care package with and without the prescription rider. That difference shall be used as the figure upon which the respective premium shares shall be computed. The Township shall be responsible for the 90% share of the total premium.

8. The core health benefits premium payments currently provided by the Township shall continue to be fully funded by the Township.

ARTICLE XXV

TUITION REIMBURSEMENT

(deleted 01-01-08)

ARTICLE XXVI

LOCKOUT AND STRIKE

The Township shall not engage in a lockout of FOP members, nor suspend FOP member's day(s) off, nor allow the Chief of Police to create a hostile work environment; and the FOP shall not engage in a "strike" or illegal job action.

ARTICLE XXVII

TERM OF AGREEMENT

The effective date of the Agreement shall be January 1, 2008 and shall continue through December 31, 2011 at midnight (January 1, 2012).

IN WITNESS WHEREOF, the Township and the FOP have caused this Agreement to be signed by their duly authorized representatives as of this 25 day of November, 2008.


FOR THE:

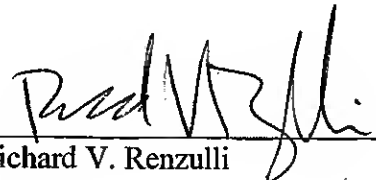
EASTAMPTON FOP LODGE #146


TOWNSHIP OF EASTAMPTON

11/25/08
Date Ratified:

12/8/08
Date Ratified:



Gary A. Beaver
President


Richard V. Renzulli
Mayor


Kevin G. Ballinger
Secretary


D. Scott Carew
Township Manager

ATTEST:


Kim-Marie White
Township Clerk